Secured Reaffirmation- Two Debtor

UNITED STATES BANKRUPTCY COURT FOR THE

Northern District Of Texas

IN RE:

Rvan Dean Samuel and Christy Lvnn Samuel DEBTOR(S)

REAFFIRMATION AGREEMENT

NORTHLAN DICTART TAWANA C. M. ... Deput 4 CHAPTER 7 BANKRUPTCY NO. 05-86305-hdh7

Ryan Dean Samuel and Christy Lynn Samuel, DEBTORS, HEREBY REAFFIRM THE INDEBTEDNESSDUE PEGASUS CREDIT UNION, CREDITOR HEREIN, AND AGREES TO COMPLY WITH ALL THE TERMS SET FORTH IN THE INSTRUMENTS ON WHICH THE INDEBTEDNESS AND SECURITY INTEREST ARE BASED, AND FURTHER AGREE TO PAY CREDITOR THE SUM OF \$36,290.67 THE BALANCE DUE, PLUS INTEREST AT THE RATE SET FORTH IN THE INSTRUMENT, PLUS \$ -0- ATTORNEYS' FEES, ALL OF WHICH IS PAYABLE AT THE RATE OF \$662.87 PER MONTH UNTIL FULLY PAID, BEGINNING ON October 14, 2005 AND DEBTORS WAIVE DISCHARGE OF THIS DEBT. OF THE BALANCE DUE, \$-0-IS IN ARREARS AND WILL BE PAID AS FOLLOWS: To be paid with November 14, 2005 payment. Total payment due \$1,284.82.

#### IT IS AGREED AND UNDERSTOOD AS FOLLOWS:

- 1. THIS AGREEMENT WILL NOT BE ENFORCEABLE BY EITHER PARTY UNTIL THE REQUIREMENTS OF 11 U.S.C. ss524(c) HAVE BEEN MET.
- THIS AGREEMENT MAY BE RESCINDED BY EITHER DEBTOR OR CREDITOR AT ANY TIME PRIOR TO DISCHARGE OR WITHIN SIXTY DAYS AFTER IT IS FILED WITH THE COURT, WHICHEVER OCCURS LATER, BY GIVING NOTICE OF RESCISSION TO THE OTHER PARTY TO THIS AGREEMENT.
- 3. THIS AGREEMENT IS NOT REQUIRED UNDER THE BANKRUPTCY CODE, UNDER NONBANKRUPTCY LAW, OR UNDER ANY AGREEMENT NOT IN ACCORDANCE WITH THE PROVISIONS OF 11 U.S.C. ss524(c).
- 4. AS TO THE COLLATERAL SECURING THE DEBT(S) BEING REAFFIRMED, IT IS AGREED THAT DEBTORS SHALL, DURING THE INTERIM PERIOD UNTIL THIS AGREEMENT IS ENFORCEABLE. AND THEREAFTER. REMAIN IN POSSESSION OF THE COLLATERAL, WHICH COLLATERAL IS DESCRIBED IN THE INSTRUMENTS PREVIOUSLY EXECUTED. PROVIDED, HOWEVER, THAT DEBTORS AGREE TO SURRENDER POSSESSION OF SAID COLLATERAL TO CREDITOR IMMEDIATELY UPON (a) FAILURE OF THE DEBTORS TO FURNISH SUFFICIENT PROOF OF INSURANCE, MAKE EACH PAYMENT WHEN DUE OR OTHERWISE FAIL TO COMPLY WITH ANY TERMS OF THIS AGREEMENT OR ANY TERMS OF THE INSTRUMENTS PREVIOUSLY EXECUTED, OR (b) RESCISSION OF THIS AGREEMENT PRIOR TO ITS BECOMING ENFORCEABLE.
- 5. IF THIS AGREEMENT IS RECINDED BY EITHER PARTY, DEBTORS AGREE THAT CREDITOR SHALL RETAIN ALL PAYMENTS MADE PRIOR TO RESCISSION.

EXECUTED THIS	DAY OF	. 2005.
		UCA
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		_ CO Sauce
		DEBTORS
		$\rho \cdot \rho$
		PEGASUS CREDIT UNION BY: Dus Con 24
		PEGASUS CREDIT UNION BY DORIS HONZA

I HEREBY DECLARE THAT I REPRESENT DEBTORS DURING THE NEGOTIATIONS OF THIS AGREEMENT, AND IT REPRESENTS A FULLY INFORMED AND VOLUNTARY AGREEMENT BY DEBTORS AND DOES NOT IMPOSE AN UDUE HARDSHIP ON DEBTORS OR A DEPENDENT OF DEBTORS. FURTHER, I HAVE FULLY ADVISED DEBTORS OF THE LEGAL EFFECT AND CONSEQUENCES OF (a) SIGNING THIS AGREEMENT AND (b) ANY DEFAULT UNDER THIS AGREEMENT.

COUNSEL FOR DEBTOR

DATE

FORM B9A (Chapter 7 Individual or Joint Debtor No Asset Case) (10/05)

Case Number 05-86305-hdh7

## UNITED STATES BANKRUPTCY COURT **DISTRICT** of Northern District of Texas

# Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines

A chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 10/15/05.

You may be a creditor of the debtor. This notice lists important deadlines. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below, NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

### See Reverse Side For Important Explanations

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Rvan Dean Samuel Christy Lynn Samuel 1714 Aurora Dr fka Christy Lynn Griffin Richardson, TX 75081 1714 Aurora Dr Richardson, TX 75081

Case Number: Social Security/Taxpayer ID/Employer ID/Other Nos.: 05-86305-hdh7 441-92-0813 216-17-9662

Attorney for Debtor(s) (name and address): Bankruptcy Trustee (name and address):

Marcus B. Leinart Jeffrey H: Mims

3102 Oak Lawn Ave., Suite 700 Leinart Law Firm Dallas, TX 75219

11520 N. Central Expressway Telephone number: (214) 210-2913 Suite 212

Dalias, TX 75243

Telephone number: 469-232-3328

### **Meeting of Creditors**

Date: February 15, 2006 Time: 01:00 PM Location: Office of the U.S. Trustee, 1100 Commerce St., Rm 524, Dallas, TX 75242

### Presumption of Abuse under 11 U.S.C. § 707(b)

See "Presumption of Abuse" on reverse side.

The presumption of abuse does not arise.

#### **Deadlines:**

Papers must be received by the bankruptcy clerk's office by the following deadlines: Deadline to File a Complaint Objecting to Discharge of the Debtor or to Determine Dischargeability of Certain Debts: 4/17/06

#### **Deadline to Object to Exemptions:**

Thirty (30) days after the conclusion of the first scheduled meeting of creditors.

The 30-day deadline under Fed. R. Bankr. P. 4003(b) for objecting to exemptions does not recommence when a case under Chapter 13 is converted to a case under Chapter 7.

### **Creditors May Not Take Certain Actions:**

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

### Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.

#### Foreign Creditors

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

	For the Court: Clerk of the Bankruptcy Court: Tawana C. Marshall
Hours Open: Monday - Friday 8:30 AM - 4:30 PM	Date: 10/21/05

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### UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS

# ADDITIONAL EXHIBITS OR ATTACHMENTS NOT SUBMITTED IN ELECTRONIC FORMAT

Additional exhibits or attachments in reference to this document were filed, but not in electronic format. Pursuant to our Administrative Procedures for CM/ECF, such documentation will not be scanned into the Court's Electronic Filing System except as summarized or excerpted, unless the Court orders otherwise. The exhibits have been filed in conventional paper form. The party filing the exhibits shall serve the exhibits on opposing counsel.

7082 Case Q5-863Q5-hdh7

Dealer Number \_

led 12/02/05 Entered 12/05/05 09:01:57 cument Page 5 of 10

Contract Number

Ptg. 2/04

#### MOTOR VEHICLE RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE

		, ,										
			ress (Inclu	ding Count	y and Zip C	ode), and Phone	Cre	ditor - Seller (Name, /	Address	, and Phone)		
	ry samu	EL					ļ			}		
RYAN S								RUSTY WALLIS		5WAGEN		
	VURORA				_	1		2635 LBJ FRE				
RICHARDSON TX 75081 CO: DALLAS GARLAND TX 75041												
		-	• .							or "us." The Seller may transfer this contract.		
										cose to buy the vehicle on credit under the		
										Charge, and other charges in this contract. arge on a daily basis. The Truth-In-Lending		
isclosures					aymon -	orioddio 2010	. ***	Will rigulo your mia	100 011	arge on a daily basis. The fram in contains		
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New/Used/ Stock						-						
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į	l	. 1		<u> </u>	1					personal, family or household		
	V40290		VOLKS	1 1		5				business or commercial		
NEW	LJ	2004	<u></u>	TOUARE	<u>[G</u>	WVGBC	:67L	.84D030036		☐ agricultural		
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The cos	st of	amouni		credit pr		The amount yo will have paid aff		The total cost of your purchase on	pro	perty insurance from anyone you want or provide		
your cred	dit as	credit	will	to yo	ou or	you have made	all	credit, including		of of insurance you already have. The insurer must authorized to do business in Texas. You agree to give		
a yearly i	rate.	cost y	ou.	on your	benair.	payments as scheduled.	, I	your down payment of	us	proof of property insurance. You must name us as the		
	Ì			l				payment of \$ 3000 00 is	person to be paid under the policy in the event of loss. You are not required to buy any other insurance to obtain			
7.90	% \$	<u> 1301</u>	11.82	\$ 4766	39.26	\$ 55681.0	) <u>8</u> ]	\$ 58481.08	cre	dit.		
Your Payme	ent Sche	dule Will	Be:							If any insurance is checked below, policies or certi- tes from the insurance companies will describe the		
Numbe		Amour			When Pay	yments			terr	ns, conditions, and deductibles.		
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equal to <u>5%</u>	of the sche	edaled payr	ment.				•	, , , , , , , , , , , , , , , , , , ,	sign	and agree to pay the extra cost. Your decision to buy or		
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Gre	oss Trade-In	Allowance				\$N/		Ì		THE OTHER PROPERTY.		
<del>-</del>	ss Pay Off Ma		ler			\$N/			Cre	dit life insurance is based on your original payment sched-		
	uals Net Trad	=	•			\$N/		ĺ	ule.	This insurance may not pay all you owe on this contract u make late payments. Credit disability insurance does not		
•	Cash					\$ 3000.0			cov	er any increase in your payment or in the number of		
	/Ifrs. Rebate					\$N/			pay disa	ments. Coverage for credit life insurance and credit ability insurance ends on the original due date for the last		
+0	Other (describ	ibe)N/A	<u> </u>			_ \$N/	/ A		pay	ment unless a different term of insurance is shown.		
	•	•	gative, ent	er "0" and see	e 4.A below)	)	\$	3000.00 (2)		If this box is checked, the premium for the insurance		
3 Unpaid Ba	alance of Ca	ısh Price (1	minus 2)				\$	41374.44 (3)	Texa	erage(s) included above is not fixed or approved by the as Insurance Commissioner.		
4 Other Cha	arges Includi	ing Amounts	s Paid to Of	thers on Your	Behalf				l wa	int the optional credit insurance coverages for which		
(Seller ma	ay keep part	of these an	nounts):						pre	miums are included above.		

Credit Life:	Buyer 🗌 Co-Buyer	□ Both
Credit Disability:	☐ Buyer ☐ Co-Buye	er 🗌 Both
Premium and Term:		
Credit Life \$	N/A	N/A
		Term
Credit Disability \$	N/A	N/A
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Insurance Company N N / A	ame	
Home Office Address	N/A	
Credit life insurance is bule. This insurance may if you make late paymen cover any increase in payments. Coverage disability insurance end	not pay all you owe on ts. Credit disability insura your payment or in th for credit life insuranc	this contract ance does not e number of e and credit

3) to N/A for N/A E Dealer's Inventory Fax 05-86305-hdh7 Doc 6 Filed 1202405 Entered 12	Ost will not be provided unless you sign and agree to pay the extra cost. Your decision to buy or hot buy these insurance
F Government Taxes Not Included in Cash Price Document /A Page 6 of 10	coverages will not be a factor in the credit approval process.  Term in
G Other Taxes if Not Included in Cash Price \$ N/A	Coverage Months Premium
H Government License and/or Registration Fees (Describe) LTC FEE=\$67.80 \$ 57.80	N/A
I Government Certificate of Title Fees \$ 33.00	N/A □\$ N/A
J Government Vehicle Inspection Fees \$ 21.75	If the box next to a premium for an insurance coverage included above is marked, that premium is not fixed or approved by the
K Deputy Service Fee Paid to Seller \$ 5.00	Texas Insurance Commissioner.
2 Social Charles and Section 1997	*If the vehicle is determined to be a total loss, GAP insurance will pay us the difference between the proceeds of your basic
A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTS AND PERFORMING SERVICES RELATING TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$50 FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY THE PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT. THIS NOTICE IS REQUIRED BY LAW.  UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL, PERO ESTE PODRÍA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN Y LA PRESTACIÓN DE SERVICIOS EN RELACIÓN CON EL CIERRE DE UNA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER DE \$50 PARA UN CONTRATO DE VEHICULO AUTOMOTOR O UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES PARA UN CONTRATO	collision policy and the amount you owe on the vehicle, minus your deductible. You can cancel that insurance without charge for 10 days from the date of this contract.  Insurance Company Name:
DE VEHICULO COMERCIAL PESADO. ESTA NOTIFICACIÓN SE EXIGE POR LEY.  M Other Charges (Seller must identify who is paid and	I want the optional coverages for which premiums are included above.
describe purpose.)	x
to FIDELITY for ESC 72 MO/72.000 MI \$ 1000.00	Buyer's signature Date
to N/A for N/A \$ N/A	Co-Buyer's signature Date
to N/A for N/A \$ N/A	THIS CONTRACT DOES NOT INCLUDE
to N/A for N/A \$ N/A \$ N/A	INSURANCE COVERAGE FOR PERSONAL
to N/A for N/A s N/A	LIABILITY AND PROPERTY DAMAGE CAUSED        TO OTHERS.
Total Other Charges and Amounts Paid to Others on Your Behalf \$ 1274 . 82 (4)	
5 Amount Financed (3 + 4) \$ 42667.26 (5)	
each such inspection fee that will be retained by Seller) will be paid by Seller to government agencies. Any documentary fee and deputy service fee will be retained by Seller and Seller may also retain parts of the insurance, service contracts, and other charges.	
OPTION: You pay no finance charge if the amount financed, item 5, is paid in full on or before	J , Year SELLERS INITIALS
NO COOLING OFF PERIOD  State law does not provide for a "cooling off" or cancellation period for you may only cancel it if the seller agrees or for legal cause. You cannot you change your mind. This notice does not apply to home solicitation  To contact   To contac	this sale. After you sign this contract, t cancel this contract simply because sales.  214-273-4657. This contract is ommissioner, 2601 North Lamar Boulevard,
NO COOLING OFF PERIOD  State law does not provide for a "cooling off" or cancellation period for you may only cancel it if the seller agrees or for legal cause. You cannot you change your mind. This notice does not apply to home solicitation  To contact Person Credit Union about this account call	this sale. After you sign this contract, t cancel this contract simply because sales.  214-273-4657. This contract is ommissioner, 2601 North Lamar Boulevard,
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NO COOLING OFF PERIOD  State law does not provide for a "cooling off" or cancellation period for you may only cancel it if the seller agrees or for legal cause. You cannot you change your mind. This notice does not apply to home solicitation  To contact   Subject in whole or in part to Texas law which is enforced by the Consumer Credit C Austin, Texas 78705-4207; (800) 538-1579; (512) 936-7600, and can be contacted rel  The Annual Percentage Rate may be negotiable with the contract must be in writing. Both you are enforceable.  Buyer X  Co-Buyer X	this sale. After you sign this contract, t cancel this contract simply because sales.  214-273-4657. This contract is ommissioner, 2601 North Lamar Boulevard, lative to any inquiries or complaints.
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NO COOLING OFF PERIOD  State law does not provide for a "cooling off" or cancellation period for you may only cancel it if the seller agrees or for legal cause. You cannot you change your mind. This notice does not apply to home solicitation  To contact   To contac	this sale. After you sign this contract, t cancel this contract simply because sales.  214-273-4657. This contract is commissioner, 2601 North Lamar Boulevard, lative to any inquiries or complaints.  Ith the Seller.  In we must sign it. No oral changes to this contract are livence all that you owe and under certain offect your legal rights.  EIPT OF A COMPLETED COPY OF IT. YOU, AND YOU WERE FREE TO TAKE IT AND CONTRACT BEFORE SIGNING BELOW.  Date 03/15/0
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Future Loan Payoff

0000908480 L000 SAMUEL, CHRISTY 216-17-9662 09/09/1978 Type: 03

Current Payoff Date:

11/14/2005

Loan Balance: 36,290.67

Unpaid Int: Current Int: 0.00

164.95 Int per Day: \$7.8547

20.00 Late Charge:

Loan Payoff: 36,475.62 Payoff Date: 11/14/2005

10/15/2005 Future Payoff Date:

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Member: 0000908480 Name: SAMUEL, CHRISTY LYNN Inquiry Date: 11/14/2005

Member Summary

0000908480 SAMUEL, CHRISTY 216-17-9662 09/09/1978

ID Desc	Ту		Div Rt APY	Maturity	Div Last		Avail Bal Tot Avail	Balance
S000 SHARI			, , ,		<b>0.0</b> 3	0. 00	0.67	<b>25.</b> 67
			<del>/                                    </del>	PEGPAY Fun	<b>0.0</b> 3	9. 00 9. 00	0.67 0.00	25.67
ID	Ty	Ca	Int Rt	Due Date	Delinquent	Std Pymt	LOC Limit PM	Balance
L000	03	12	7.900	10/14/2005	621.95	662.87	0.00 5	36, 290. 67
					621.95	662.87	0.00	36,290.67

\*\*\* No Payroll \*\*\*

\*\*\* No ACH Distributions \*\*\*

\*\*\* No CLUB Transfer Accounts \*\*\*

,	Suffi	 	St	 	Limit	Issued
02 64087300000000		 	90	 0.00		04/06/2004

\*\*\* No Overdrafts \*\*\*

\*\*\* No Comaker Liability \*\*\*

SAMUEL, CHRISTY LYNN

Home Phone: (972) 644-3813

Work Phone: (214) 223-6942

Drivers License: 16460425 DL State: TX

1714 AURORA DRIVE

RICHARDSON TX 75081

Lst Ad FM: 03/31/2004

Start: --/--/---

US

End: 12/31/9999 Mailing

Lst Nm FM: 03/31/2004 216-17-9662 M

\*\*\* No Cross Account Members \*\*\*

\*\*\* Warning - Delinquent \*\*\*

Group 1 Msg 0 L#000-CPI ADDED (LAPSE) 2/15/05 04 VW

Group 1 Msq 3 LODO IS INDIRECT LOAN 3-15-04

Group 1 Msg 3 LOANLINER NO INS 11/04

Group 4 Msg 0 SEE COLLECTIONS 09/04

Group 4 Msg 1 SEE COLLECTIONS CHPT 7 BNK 10/15/05

0

US

0.00

03/15/2004

11/04/2005 -/-/---

Member: 0000908480 Loan ID: 000 Name: SAMUEL, CHRISTY Inquiry Date: 11/14/2005

	neader . Coccoonto Loan ID.	ood Hase.	omoct, cinto	ii inquiry bat	.e. 11/14/200
	Member:0000908480 ID: 000	Loan Type	e: <b>0</b> 3	Note Number:	
	CHRISTY LYNN SAMUEL	Mbr SSI	V:216-17-9662	Related Share:	800
		Joint SSM	V:000-00-0000	Prev Acct #:	0000908480
		Rot SSI	V:216-17-9662	Prev Ln ID:	00
	1714 AURORA DRIVE	•		Secondary:	
	RICHARDSON TX 75081			Home Phone: (9	72)644-3813
	94 VW WVGBC67L84D939936			Work Phone: (2	214)223-6942
	Cosigner: RYAN DEAN SAMUEL			Work Phone Ext	::
	Loan Balance: 36,290.67	Closed Date	e:/	Birthdate:	09/09/1978
	Original Bal: 42,669.26	Open Date:	03/31/2004	ECOA Code:	2
	Cur Secured: 0.00	Payment:	662.87	Collateral Cod	le: 12
	Insurable Bal: 10,000.00	Payment Typ	pe: 0	Coll Date:	03/15/2004
	Beg Cycle Bal: 36,627.71			Payment Skips:	. 0
	Credit Limit: 0.00		eq Table: 000	Skips Pay Inte	erest Code:0
	LOC Available: 0.00	Payment Me	thod: 5	Warnings:	9000
	Loan Terms: 0	Auto Pat:	000	Batch Warning:	. 0
	Terms Table: 00003	Coupon Code	e: 0	DQ Warning:	9
	Loan Purpose: 01	•		Pats DQ 30	60 120 Up
	Loan Status: 0	Last Paymen	nt:10/24/2005		6 <b>0</b> 0
	Unpaid Int: 0.00	Next Due:	10/14/2005	DQ Notice: 5	10/21/2005
	Interest Date: 10/24/2005	Partial Ps	t: 4 <b>0.</b> 92	Unpaid Lt Chg:	9.00
	Interest Rate: 7.900%	Split Bal:	0.00	Lt Chg Date:	//
	Interest Rate Type: 0	Split Rate	: 0.000%	Late Chg Rate:	5.000%
	• •				
	Int Refund Post Code:	0	Int Refund Sh		000
_	Branch:	<b>9</b> 9	ARU Restricti	on Code:	10
	Card Access Code:	01	Check Digits:		00
	Insurability Status:	5		de/Amount :~0	0.00
	TRW: Status:00 Acc Type:00	Cent:	Original Char	ge Off Amt:	9. 99
	Compliance Condition:		Occurrence Da	te:	-//
	Consumer Indicator:		Payment Ratin	g:	
	Statement Cycle:	3	Special Purpo	se Code:	0
	Statement Type:	0	User Code:		00
	Last Statement Date: 0	9/30/2005	User Fields:		0000000000
	Approval Code:	<b>0</b> 9	Mail Code:		0
		3 /34 /000/	A 1 B FI		

0.00

03/31/2004

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Approval Date:

Balloon Date:

Passbook Flag:

Passbook Date:

Passbook Seq:

Reg E Trn Cnt:

Original Balloon Amount:

Cert Drafts:

Stop Count:

Last FM Date:

Maturity Date:

Last Disbursal Date:

IRS Corrected Return:

IRS Country Code: